

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

AGREEMENT TO MEDIATE

In accordance with Local Rule 16-4(f), incorporated herein by reference, the following case has been referred to mediation:

Case Title: \_\_\_\_\_

Case No.: \_\_\_\_\_

\_\_\_\_\_ has been selected as the mediator (the term “mediator” includes co-mediators). The parties and the mediator agree as follows:

1. All communications between the mediator and any counsel or party on any relevant matter to these proceedings, except with regard to scheduling matters, or unless otherwise agreed by the parties, are confidential.

2. Each party has identified, if applicable, the principals for any closely held corporation, identified all partners of a general partnership, identified the general partner of any limited partnership, and identified all principals of any limited company involved in the mediation, so that the mediator could determine whether any actual or apparent conflict would prevent the mediator from serving in the case.

3. Each party will fully and honestly disclose all relevant witnesses, testimony, exhibits, information and writings, including all information requested by any other party to the mediation, if the mediator determines that the disclosure is relevant to the mediation discussions. However, this paragraph does not apply to information deemed by a party to be confidential or privileged.

4. No official record of the mediation session(s) will be made. All proceedings of the mediation, including any statements and all written and oral communications made by any party, attorney, other participants, or the mediator(s), shall, in all respects, be protected and not reported, recorded, placed in evidence, made known to the trial court or jury, or construed for any purpose as a declaration or admission against interest. However, evidence that would otherwise be discoverable or admissible shall not be rendered non-discoverable or inadmissible as a result of its use in mediation.

5. No party shall be bound by anything said or done during mediation sessions unless a settlement is reached, in which event the agreement shall be reduced to writing and shall be binding upon all parties to that agreement. Nothing in this paragraph shall preclude the parties from arranging for a reporter to be present to record the terms of the settlement.

6. The parties will not subpoena the mediator(s) or any notes, documents, or other materials prepared by the mediator(s) in the course of, or in connection with, the mediation, and the mediator(s) will not voluntarily testify on behalf of any party.

**Dated:** \_\_\_\_\_

**Party Signatures**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attorney Signatures**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Mediator Signature(s)**

\_\_\_\_\_

**Other Attendee Signatures**  
*(e.g., interpreters or support persons.)*

\_\_\_\_\_